

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W911XK-04-B-0005-0003	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	13-May-2004	1 OF 50
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
W911XK-04-C-0010	W56MES-3218-2268		W911XK-04-B-0005	
7. ISSUED BY	CODE	W911XK	8. ADDRESS OFFER TO	(If Other Than Item 7) CODE
CONTRACTING DIVISION DETROIT DISTRICT, USAED P.O. BOX 1027 DETROIT MI 48231-1027		CONTRACTING DIVISION DETROIT DISTRICT, USAED, 477 MICHIGAN AVE DETROIT MI 48226		
TEL: (313) 226-5148		FAX: (313) 226-2209		TEL: (313) 226-5148
FAX: (313) 226-2209		FAX: (313) 226-2209		
9. FOR INFORMATION CALL:	A. NAME		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)	
	WILLIAM L BRUSS		313 226-3648	
<b>SOLICITATION</b>				
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date): Wakefield Sewer Phase I Wakefield Sewer Separation - PHASE I. City of Wakefield, Gogebic County, MI The project will separate the existing combined sewers into two systems (stormwater and sanitary) in the City of Wakefield, Gogebic County, Michigan. Necessary repairs and replacement of the existing sewers and manholes. Period of Performance is 180 calendar days after receipt of the NTP. This project is Unrestricted. The NAICS Code is 237110 and the Small Business Size Standard is \$28.5 Million.				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>180</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS  10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> (hour) local time <u>06 Apr 2004</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*  
TBC OF HUBBELL INC  
TONY BURCAR CONTRACTING INC  
52399 I AVENUE  
HUBBELL MI 49934

15. TELEPHONE NO. *(Include area code)*  
(906) 296-0115

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

**See Item 14**

CODE  
3FQ67

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

**SEE SCHEDULE**

22. AMOUNT  
\$941,783.80

23. ACCOUNTING AND APPROPRIATION DATA  
**See Schedule**

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY  
DULUTH AREA OFFICE  
DETROIT DISTRICT, C/O DIV  
CANAL PARK  
DULUTH, MN 55802

CODE F3M0U00

27. PAYMENT WILL BE MADE BY: CODE T0B0200  
U S ARMY CORPS OF ENGINEERS FINANCE AND  
5700 WASP AVENUE  
MILLINGTON TN 38054

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☒ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. REF: Best and Final April 30, 2004

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*  
WILLIAM L BRUSS / ADDED BY SUMI


30B. SIGNATURE

30C. DATE

TEL: 313 226-3648

EMAIL: William. L.

Bruss@ireu.usace.army.mil

31B. UNITED STATES OF AMERICA  
BY 

31C. AWARD DATE  
13-May-2004

## Section SF 30 - BLOCK 14 CONTINUATION PAGE

AMENDMENT 0001

Solicitation Amendment No. 0001  
 For Solicitation No. W911XK-04-B 0005  
 FY04 Sanitary and Storm Sewer Project, City of Wakefield  
 Gogebic County, MI

**CHANGES TO SPECIFICATIONS****CHANGES TO DIVISION 00010 – Solicitation Contract Form**

ADD; New Item 00010-Solicitation Contract Form, Page 7 of 34.

Item	Description	Estimated Quantity	Unit	Price	Unit Amount
<hr/>					
0012	Site Restoration	N/A	N/A	\$_____	\$_____
0012AA	Bituminous Roadway / Driveway Repair	8939	sq. yds	\$_____	\$_____
0012AB	Bituminous over Roadway Concrete Repair	3319	sq. yds	\$_____	\$_____
0012AC	Curb & Gutters	17	linear ft.	\$_____	\$_____
Total Amount					\$_____

## CHANGES TO SECTION 01270A-MEASUREMENT AND PAYMENT

DELETE from Paragraph 1.2.2. Unit Price Items, sub-paragraph a: 48 inch Drainage Structure (Item No. 0002)

“ . . . pavement replacement, curb and gutter replacement, sidewalk replacement, and site restoration.”, “. . . 02721a, SUBBASE COURSES, 02722a, AGGREGATE AND/OR GRADED-CRUSHED AGGREGATE BASE COURSE, 02741a, HOT-MIX ASPHALT (HMA) FOR ROADS, 02748a, BITUMINOUS TACK COATS, 02770a, CONCRETE SIDEWALKS AND CURBS AND GUTTERS, and 02980a, PATCHING OF RIGID PAVEMENTS, 03150a, EXPANSION JOINTS AND CONTRACTION JOINTS,. . .”

DELETE from Paragraph 1.2.2. Unit Price Items, sub-paragraph b: Sewer, PVC SDR 26, 8 inch (Item No. 0003), Sewer, PVC SDR 26, 12 inch (Item No. 0004)

“ . . . pavement replacement, curb and gutter replacement, sidewalk replacement, and site restoration.”, “. . . 02721a, SUBBASE COURSES, 02722a, AGGREGATE AND/OR GRADED-CRUSHED AGGREGATE BASE

COURSE, 02741a, HOT-MIX ASPHALT (HMA) FOR ROADS, 02748a, BITUMINOUS TACK COATS, 02761, PAVEMENT MARKINGS, 02770a, CONCRETE SIDEWALKS AND CURBS AND GUTTERS, and 02980a, PATCHING OF RIGID PAVEMENTS, 03150a, EXPANSION JOINTS AND CONTRACTION JOINTS, . . .”

DELETE from Paragraph 1.2.2. Unit Price Items, sub-paragraph d: Install 12 inch Storm Pipe (Item No. 0006), Install 24 inch Storm Pipe (Item No. 0007), Install 30 inch Storm Pipe (Item No. 0008)

“ . . . pavement replacement, curb and gutter replacement, sidewalk replacement, and site restoration.”, “ . . . 02721a, SUBBASE COURSES, 02722a, AGGREGATE AND/OR GRADED-CRUSHED AGGREGATE BASE COURSE, 02741a, HOT-MIX ASPHALT (HMA) FOR ROADS, 02748a, BITUMINOUS TACK COATS, 02761, PAVEMENT MARKINGS, 02770a, CONCRETE SIDEWALKS AND CURBS AND GUTTERS, and 02980a, PATCHING OF RIGID PAVEMENTS, 03150a, EXPANSION JOINTS AND CONTRACTION JOINTS, . . .”

DELETE from Paragraph 1.2.2. Unit Price Items, sub-paragraph e: 24 inch Drainage Structures (Item No.0009)

“ . . . pavement replacement, curb and gutter replacement, sidewalk replacement, and site restoration.”, “ . . . 02721a, SUBBASE COURSES, 02722a, AGGREGATE AND/OR GRADED-CRUSHED AGGREGATE BASE COURSE, 02741a, HOT-MIX ASPHALT (HMA) FOR ROADS, 02748a, BITUMINOUS COATS, 02770a, CONCRETE SIDEWALKS AND CURBS AND GUTTERS, and 02980a, PATCHING OF RIGID PAVEMENTS, 03150a, EXPANSION JOINTS AND CONTRACTION JOINTS, . . .”

DELETE from Paragraph 1.2.2. Unit Price Items, sub-paragraph f: Reconstruct 48-inch Cast-in-Place Manhole (Item No. 0010)

“ . . . pavement replacement, curb and gutter replacement, sidewalk replacement, and site restoration.”, “ . . . 02721a, SUBBASE COURSES, 02722a, AGGREGATE AND/OR GRADED-CRUSHED AGGREGATE BASE COURSE, 02741a, HOT-MIX ASPHALT (HMA) FOR ROADS, 02748a, BITUMINOUS COATS, 02770a, CONCRETE SIDEWALKS AND CURBS AND GUTTERS, and 02980a, PATCHING OF RIGID PAVEMENTS, 03150a, EXPANSION JOINTS AND CONTRACTION JOINTS, . . .”

ADD to Paragraph 1.2.2. Unit Price Items, new sub-paragraph h: Curb and Gutter Replacement (Item No. 0012AC)

“(1) Payment will be made for costs associated with curb and gutter replacement and sidewalk replacement. 02721a, SUBBASE COURSES, 02722a, AGGREGATE AND/OR GRADED-CRUSHED AGGREGATE BASE COURSE, 02770a, CONCRETE SIDEWALKS AND CURBS AND GUTTERS.”

“(2) Unit of measure: Feet

ADD to Paragraph 1.2.2 Unit Price Items, new sub-paragraph, i. Bituminous Roadway/Driveway Repair (Item No. 0012AA). j. Bituminous over Roadway Concrete Repair (Item No. 0012AB)

“(1) Payment will be made for costs associated with pavement replacement. 02721a, SUBBASE COURSES, 02722a, AGGREGATE AND/OR GRADED-CRUSHED AGGREGATE BASE COURSE, 02741a, HOT-MIX ASPHALT (HMA) FOR ROADS, 02748a, BITUMINOUS TACKCOATS, 02761, PAVEMENT MARKINGS, 02980a, PATCHING OF RIGID PAVEMENTS, 03150a, EXPANSION JOINTS AND CONTRACTION JOINTS, and 03200a, CONCRETE REINFORCEMENT.”

“(2) Unit of measure: Square Yards

## CHANGES TO SECTION 01999-LISTING OF ENCLOSED DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

DELETE from List of Titles: "GENERAL DECISION NO. MI030095

ADD to List of Titles: GENERAL DECISION NO. MI030064

ADD to Section 01999: GENERAL DECISION NO. MI030064

General Decision Number: <https://www.ceals.usace.army.mil/netacgi/nph->

[brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-)

[h0https://www.ceals.usace.army.mil/netacgi/nph-](https://www.ceals.usace.army.mil/netacgi/nph-)

[brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-) - h2**MI030064** 06/13/2003

Superseded General Decision No. MI020064

State: <https://www.ceals.usace.army.mil/netacgi/nph->

[brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-)

[h1https://www.ceals.usace.army.mil/netacgi/nph-](https://www.ceals.usace.army.mil/netacgi/nph-)

[brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-) - h3**Michigan**

Construction Type:

HEAVY

County(ies):

BARAGA                      HOUGHTON                      KEWEENAW

<https://www.ceals.usace.army.mil/netacgi/nph->

[brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-)

[h2https://www.ceals.usace.army.mil/netacgi/nph-](https://www.ceals.usace.army.mil/netacgi/nph-)

[brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-) - h4**GOGEBIC**                      IRON

ONTONAGON

HEAVY CONSTRUCTION PROJECTS (does not include airport or bridge construction projects, or sewer or water line work if it is incidental to a highway construction project)

Modification Number      Publication Date

0                      06/13/2003

COUNTY(ies):

BARAGA                      HOUGHTON                      KEWEENAW

<https://www.ceals.usace.army.mil/netacgi/nph->

[brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-)

[h3https://www.ceals.usace.army.mil/netacgi/nph-](https://www.ceals.usace.army.mil/netacgi/nph-)

[brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-) h5

IRON

ONTONAGON

BOIL0169E 07/01/2002

Rates                      Fringes

BOILERMAKER (does not include tank

building)                      27.507                      25% + 4.90

-----  
BRMI0006B 05/01/2001

Rates                      Fringes

BRICKLAYER; MARBLE, TERRAZZO AND

TILE SETTER                      21.55                      8.09

CEMENT MASON                      21.30                      8.09

POINTER, CAULKER & CLEANER                      19.55                      8.09

FOOTNOTES:

Marble, terrazzo & tile finishers: \$0.25 per hour above the laborer's rate. Same fringe benefit package as the bricklayer.

Stacks: Work on industrial and powerhouse stacks shall receive \$2.00 per hour above the journeyman bricklayer rate.

Industrial: Refinishing work on digesters, tanks, lime kilns, chests, boilers, and boiler tubes shall receive \$2.00 per hour above the journeyman bricklayer rate.

-----

CARP1510B 05/01/2002

	Rates	Fringes
CARPENTER (includes concrete form work)	22.88	7.29
PILEDRIVER	21.88	7.29
MILLWRIGHT	26.34	7.51

## FOOTNOTES:

Waterfront work on the Great Lakes or connecting water navigable to Lake carriers: \$0.20 per hour additional.

Work on industrial construction, defined as industrial manufacturing and processing plants such as ore plants, paper mills, power houses, foundries, saw mills, wood processing plants, or other industrial complexes: \$.25 per hour additional.

-----  
ELEC0219B 06/01/2001

	Rates	Fringes
IRON COUNTY:		
ELECTRICIANS:		
Electrical subcontracts over \$90,000	24.69	3.75% +6.90
Electrical subcontracts of \$90,000 or less	21.52	3.75% +6.90

## FOOTNOTES:

All industrial work over 30 ft. above the ground, unless on solid flooring or grating permanently attached in place: 10% per hour additional. Over 60 ft.: 20% per hour additional. Over 90 ft.: 30% per hour additional.

Work performed within 3 ft. of an unguarded opening at the above-mentioned heights to receive the above-mentioned premiums.

Work in underground mines, except mine shaft work: 10% per hour additional.

-----  
ELEC0219L 06/01/2001

	Rates	Fringes
--	-------	---------

BARAGA, <https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-h4https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-h6> **GOGEBIC**, HOUGHTON, KEWEENAW AND ONTONAGON COUNTIES:

## ELECTRICIAN:

Electrical subcontracts over

\$70,000	24.69	3.75% +6.90
----------	-------	-------------

Electrical subcontracts of

\$70,000 or less	18.60	3.75% +6.90
------------------	-------	-------------

## FOOTNOTES:

All industrial work over 30 ft. above the ground, unless on solid flooring or grating permanently attached in place: 10% per hour additional. Over 60 ft.: 20% per hour additional. Over 90 ft.: 30% per hour additional.

Work performed within 3 ft. of an unguarded opening at the above-mentioned heights to receive the above-mentioned premiums.

Work in underground mines, except mine shaft work: 10% per hour additional.

-----  
ELEC0876D 06/01/2002

	Rates	Fringes
--	-------	---------

## LINE CONSTRUCTION:

Line technician	27.18	21.5% + 2.20
-----------------	-------	--------------

Cable splicer	28.30	21.5% + 2.20
---------------	-------	--------------

Operator/ground person (digger, tractor and setting rig with tracks or rough terrain vehicle, large bombardier, backhoe over 85 hp, hydraulic crane 10 ton

or over)	20.56	21.5% + 2.20
----------	-------	--------------

Light equipment operator/ground



person/truck driver/ground  
 person (winch, A-frame, diggers  
 when used for distribution line  
 truck and used for distribution  
 work. Distribution truck driver,  
 5th wheel type trucks, bucket  
 trucks, ladder trucks and all live  
 boom trucks, all equipment 85 hp  
 or under) 18.06 21.5% + 2.20

Truck driver/ground person (trucks  
 with winch or boom or dump, other  
 than distribution work) 17.21 21.5% + 2.20

Ground person 13.86 21.5% + 2.20

#### FOOTNOTE:

Operators of 5/8 yd. rated capacity backhoe or over, and  
 operators of 25 ton, rated capacity, crane or over, and  
 operators of heavy duty tension or pulling machinery on 345 KV  
 and above, shall receive the line technician rate of pay.

-----  
 ENGI0324L 05/01/2002

	Rates	Fringes
--	-------	---------

#### POWER EQUIPMENT OPERATORS

##### STEEL ERECTION:

Crane operator, main boom & jib 220' or longer	25.09	11.40
Crane operator, main boom & jib 140' or longer	24.84	11.40
Crane operator, main boom & jib 120' or longer	24.59	11.40
Mechanic with truck and tools	25.59	11.40
Regular operator	24.09	11.40
Compressor; forklift; welder	20.84	11.40
Oiler and fire tender	19.54	11.40

-----

ENGI0326A 05/01/2002

	Rates	Fringes
--	-------	---------

## POWER EQUIPMENT OPERATORS:

## GAS DISTRIBUTION AND DUCT INSTALLATION WORK:

GROUP 1	22.39	11.65
GROUP 2-A	22.29	11.65
GROUP 2-B	22.07	11.65
GROUP 3	21.29	11.65
GROUP 4	20.79	11.65

## SCOPE OF WORK:

The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

## POWER EQUIPMENT - GAS DISTRIBUTION CLASSIFICATIONS

GROUP 1: Mechanic, crane (over 1/2 yd. capacity), backhoe (over 1/2 yd. capacity), grader (Caterpillar 12 equivalent or larger)

GROUP 2-A: Trencher, backhoe (1/2 yd. capacity or less)

GROUP 2-B: Crane (1/2 yd. capacity or less), compressor (2 or more), dozer (D-4 equivalent or larger), endloader (1 yd. capacity or larger), pump (1 or 2 six-inch or larger), side boom (D-4 equivalent or larger)

GROUP 3: Backfiller, boom truck (powered), concrete saw (20 hp or larger), dozer (less than D-4 equivalent), endloader (under 1 yd. capacity), farm tractor (with attachments), pump (2 - 4 under six-inch capacity), side boom tractor (less than D-4 equivalent), tamper (self-propelled)

GROUP 4: Oiler, grease person

-----  
ENGI0326P 05/01/2002

	Rates	Fringes
--	-------	---------

## POWER EQUIPMENT OPERATORS

(includes underground work):

Crane operator, main boom & jib

220' or longer	24.69	11.40
----------------	-------	-------

Crane operator, main boom & jib

140' or longer	24.44	11.40
----------------	-------	-------

Crane operator, main boom & jib

120' or longer	24.19	11.40
----------------	-------	-------

Mechanic with truck and tools	25.19	11.40
-------------------------------	-------	-------

GROUP 1	23.69	11.40
---------	-------	-------

GROUP 2	20.44	11.40
---------	-------	-------

GROUP 3	19.86	11.40
---------	-------	-------

GROUP 4	18.92	11.40
---------	-------	-------

## FOOTNOTES:

Swing boom truck operator over 15 tons: \$.50 per hour additional.

Hydraulic crane operator 75 tons and under: \$.75 per hour additional.

Hydraulic crane operator over 75 tons: \$1.00 per hour additional.

Lattice boom crane operator: \$1.50 per hour additional.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Regular equipment operator, crane, dozer, front end loader, job mechanic, pumpcrete and squeezecrete, welder

GROUP 2: Air track drill, boom truck (non-swing), concrete mixer, material hoist and tugger, pump 6" and over, beltcrete, sweeping machine, trencher, winches, well points and freeze systems

GROUP 3: Air compressor, conveyor, concrete saw, farm tractor (without attachments), fork truck, generator, guard post driver, mulching machine, pumps under 6-in., welding machine and grease person

GROUP 4: Oiler, fire tender and heater operator

-----

ENGI0326R 10/01/2001

	Rates	Fringes
--	-------	---------

## SEWER RELINING:

## POWER EQUIPMENT OPERATORS:

GROUP 1	23.67	8.11
---------	-------	------

GROUP 2	22.28	8.11
---------	-------	------

## SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

-----

ENGI0326T 10/01/2001

	Rates	Fringes
--	-------	---------

## POWER EQUIPMENT OPERATORS:

## HAZARDOUS WASTE REMOVAL:

## LEVEL A:

GROUP 1	26.57	11.15
---------	-------	-------

GROUP 2	22.87	11.15
---------	-------	-------

Engineer when operating crane with boom and jib or leads 220' or

longer	29.52	11.15
--------	-------	-------

Engineer when operating crane with boom and jib or leads 140' or

longer	29.22	11.15
--------	-------	-------

Regular crane operator, mechanic, dragline operator, boom truck

operator and concrete pump with

boom operator	27.54	11.15
---------------	-------	-------

## LEVELS B AND C:

GROUP 1	25.62	11.15
---------	-------	-------

GROUP 2	21.93	11.15
---------	-------	-------

Engineer when operating crane with boom and jib or leads 220' or

longer	28.57	11.15
--------	-------	-------

Engineer when operating crane with  
boom and jib or leads 140' or

longer	28.27	11.15
--------	-------	-------

Regular crane operator, mechanic,  
dragline operator, boom truck  
operator and concrete pump with

boom operator	26.59	11.15
---------------	-------	-------

#### LEVEL D:

GROUP 1	24.32	11.15
---------	-------	-------

GROUP 2	20.63	11.15
---------	-------	-------

Engineer when operating crane with  
boom and jib or leads 220' or

longer	27.27	11.15
--------	-------	-------

Engineer when operating crane with  
boom and jib or leads 140' or

longer	26.97	11.15
--------	-------	-------

Regular crane operator, mechanic,  
dragline operator, boom truck  
operator and concrete pump with

boom operator	25.29	11.15
---------------	-------	-------

#### LEVEL D WHEN CAPPING LANDFILL:

GROUP 1	24.07	11.15
---------	-------	-------

GROUP 2	20.38	11.15
---------	-------	-------

Engineer when operating crane with  
boom and jib or leads 220' or

longer	27.02	11.15
--------	-------	-------

Engineer when operating crane with  
boom and jib or leads 140' or

longer	26.72	11.15
--------	-------	-------

Regular crane operator, mechanic,  
dragline operator, boom truck  
operator and concrete pump with

boom operator	25.04	11.15
---------------	-------	-------

#### HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

GROUP 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self-propelled or tractor drawn), side boom tractor, slip form paver, slop paver, trencher, ultra high pressure waterjet cutting tool system operator, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self-propelled), and well drilling rig

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, and welding machine

-----  
IRON0008G 05/01/2002

	Rates	Fringes
IRONWORKERS, REINFORCING & STRUCTURAL:		

General contracts \$10,000,000

or greater	23.82	12.51
------------	-------	-------

General contracts less than

\$10,000,000	21.31	12.51
--------------	-------	-------

-----

IRON0008J 05/01/2001

	Rates	Fringes
IRONWORKERS:		

Pre engineered metal building

erection	16.46	7.96
----------	-------	------

-----

LABO0005W 10/01/2001

	Rates	Fringes
LABORERS:		

HAZARDOUS WASTE ABATEMENT:

Work performed inside the building and up to and including 5 ft. outside the building:

Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D 18.75 6.06  
Levels A, B or C 19.75 6.06

Work performed over 5 ft. outside the building:

Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D 17.93 5.26  
Levels A, B or C 18.93 5.26

-----  
LABO0259M 09/01/2002

Rates Fringes

LABORERS:

TUNNEL, SHAFT & CAISSON:

SCOPE OF WORK:

Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquafers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL, SHAFT & CAISSON:

GROUP 1 21.12 5.75

GROUP 2	21.21	5.57
GROUP 3	21.31	5.57
GROUP 4	21.47	5.57
GROUP 5	21.73	5.57
GROUP 6	22.04	5.35
GROUP 7	14.31	5.56

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas)

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar, material mixer, fence erector and guard rail builder

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

-----  
LABO0260N 08/01/2001

Rates            Fringes



ASBESTOS LABORERS

Includes removing and disposing  
of all insulation materials from  
walls, ceilings, floors, columns,  
and all other non-mechanical  
surfaces; and removal of  
insulating materials from  
mechanical systems that are to  
be demolished; loading/unloading  
of bagged and tagged materials  
at the disposal site (includes  
lead paint abatement clean-up)      17.73      6.07

-----  
LABO0334B 09/01/2002

Rates      Fringes

LABORERS:

OPEN CUT:

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation.

Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work

covered under Tunnel, Shaft and Caisson work.

#### OPEN CUT:

GROUP 1	18.20	5.75
GROUP 2	18.34	5.75
GROUP 3	18.47	5.75
GROUP 4	18.52	5.75
GROUP 5	18.57	5.75
GROUP 6	15.95	5.75
GROUP 7	14.06	5.75

#### LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, guard rail builder, headwall, seawall, breakwall, dock builder and fence erector

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting person, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

-----  
LABO1329B 05/01/2002

Rates            Fringes

## LABORERS:

General contracts \$15 million or  
over, and all industrial projects:

GROUP 1	19.46	6.25
GROUP 2	19.56	6.25
GROUP 3	19.86	6.25
GROUP 4	20.01	6.25
GROUP 5	20.21	6.25
GROUP 6	21.51	6.25

General contracts less than  
\$15 million:

GROUP 1	18.16	6.25
GROUP 2	18.26	6.25
GROUP 3	18.56	6.25
GROUP 4	18.71	6.25
GROUP 5	18.91	6.25
GROUP 6	20.21	6.25

## FOOTNOTE:

Work on waterfront work (working over water) on the Great Lakes  
or connecting waters navigable to lake carriers: \$0.75 per hour  
additional.

## LABORER CLASSIFICATIONS

GROUP 1: All construction laborers on building and heavy  
construction work, storm and sanitary sewers, tool crib  
attendant, rod person, oxi-gun operator, worker using propane or  
acetylene cutting torch, motor-driven buggies, chipping hammers,  
tamping machines, green cutting (whether run by air, electric or  
gas), and sandblasters

GROUP 2: Mortar mixer, material mixer (whether done by hand  
or machine), vibrator operator, concrete mixer, laborer with  
concrete crew, mixer to pour, including pour from trucks

GROUP 3: Cement gun nozzle operator, blaster, miner,  
driller, buster operator, layer of all non-metallic pipe

GROUP 4: Caisson worker

GROUP 5: Air track

## GROUP 6: Digester, tanks &amp; kilns

-----  
PLUM0190G 05/01/2002

	Rates	Fringes
GAS DISTRIBUTION PIPELINE:		
Welding in conjunction with		
gas distribution pipeline work	25.85	9.67
All other work	16.64	6.97

-----  
PLUM0506I 06/01/2002

	Rates	Fringes
BARAGA, HOUGHTON, KEWEENAW AND ONTONAGON COUNTIES:		
PIPEFITTER:		
Work on jobs of which the		
combined plumbing, heating,		
cooling and ventilation		
bids are \$50,000 or less	18.87	12.05
All other heavy construction	24.43	12.05

## FOOTNOTES:

Welders working on Chrome Moly or PP Stamp work: \$.50 per hour additional.

Workers working in a confined space as defined in Title 29 Code of Federal Regulations 1910.146, and required to wear a selfcontained breathing apparatus: \$1.00 per hour additional.

Workers working with or around hazardous materials as specified in Title 29 Code of Federal Regulations 1926.65, and required to wear protective rubber gloves, boots and a selfcontained breathing apparatus or a complete hazardous materials protective bodysuit (Level B or more protective): \$1.00 per hour additional.

-----  
PLUM0506J 06/01/2002

	Rates	Fringes
--	-------	---------

<https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/->

[https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-h7GOGEBIC AND IRON](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=Michigan&op1=and&s2=MI030064&op2=and&s3=Gogebic&op3=and&s4=&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/-h7GOGEBIC%20AND%20IRON)

## COUNTIES:

## PIPEFITTER:

Work on jobs of which the  
combined plumbing, heating,  
cooling and ventilation

bids are \$50,000 or less	19.98	12.05
---------------------------	-------	-------

All other heavy construction	24.43	12.05
------------------------------	-------	-------

## FOOTNOTES:

Welders working on Chrome Moly or PP Stamp work: \$.50 per hour additional.

Workers working in a confined space as defined in Title 29 Code of Federal Regulations 1910.146, and required to wear a selfcontained breathing apparatus: \$1.00 per hour additional.

Workers working with or around hazardous materials as specified in Title 29 Code of Federal Regulations 1962.65, and required to wear protective rubber gloves, boots and a selfcontained breathing apparatus or a complete hazardous materials protective bodysuit (Level B or more protective): \$1.00 per hour additional.

-----  
SHEE0007T 01/01/2000

	Rates	Fringes
SHEET METAL WORKER	22.30	9.87

-----  
SUMI2004A 05/05/2000

	Rates	Fringes
CHAIN SAW LABORER	14.29	
LANDSCAPE LABORER	13.20	4.01
TANK BUILDER	19.50	1.04

## TRUCK DRIVERS:

Boom truck	17.40	5.52
Truck driver - 2-axle	16.41	4.30

Truck driver - 3-axle	16.83	7.44
WELL DRILLER (water well)	27.59	.13

-----

TEAM0328E 07/01/2001

	Rates	Fringes
TRUCK DRIVERS (does not include boom truck, or two or three axle trucks):		
GROUP 1	19.62	3.76/hr.+ 17.80/day
GROUP 2	19.77	3.76/hr.+ 17.80/day
GROUP 3	19.83	3.76/hr.+ 17.80/day
GROUP 4	19.98	3.76/hr.+ 17.80/day

#### PAID HOLIDAYS:

Memorial Day, Fourth of July, Labor Day and Thanksgiving Day, if the regular work day immediately preceding or following the holiday is either worked or an excused absence.

#### TRUCK DRIVER CLASSIFICATIONS

- GROUP 1: All other trucks
- GROUP 2: Heavy duty and semi trucks
- GROUP 3: Truck repair and maintenance
- GROUP 4: Euclid type equipment

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

-----

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U. S. Department of Labor

200 Constitution Avenue, N. W.

Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

## **CHANGES TO SECTION 02531-SANITARY SEWERS**

DELETE from Paragraph 3.1.1.3. Pipe Laying and Jointing

Delete from the last two sentences of first paragraph.

“Provide batterboards not more than 25 feet apart in trenches for checking and ensuring that pipe invert elevations are as indicated. Laser beam method may be used in lieu of batterboards for the same purpose.”

ADD to Paragraph 3.1.1.3. Pipe Laying and Jointing

Add to the last sentence of the first paragraph. “The contractor shall use the laser beam method for all pipes 24 inches or less in diameter to check and ensure that pipe invert elevations are as indicated.”

DELETE from Paragraph 3.2.2.1. Leakage Test

“a. Infiltration tests and exfiltration tests: Perform these tests for sewer lines made of the specified materials, not only concrete, in accordance with ASTM C 969. Make calculations in accordance with the Appendix to ASTM C 969.”

ADD to Paragraph 3.2.2.1. Leakage Tests

a. “Infiltration tests and exfiltration tests: Perform these tests in accordance with ASTM F1417-92.”



### ADD to Paragraph 3.2.2.1. Leakage Tests

- a. Add the following to the beginning of the first paragraph: "Except where indicated on the drawings, or where directed by the Government."

### DELETE from Paragraph 3.2.2.2. Deflection Testing

Delete the following from the first sentence: "...and any other superimposed loads determined in accordance with ASTM D2412."

## CHANGES TO PLAN DRAWINGS

DELETE from Drawing 5 of 14 Plan and Profile: Sunday Lake Street.

Notes 7 through 13

ADD to Drawing 5 of 14 Plan and Profile: Sunday Lake Street.

- |          |   |
|----------|---|
| Note 7.  | Install a temporary flow diversion dam in MH-12 using sandbags or other means approved by the engineer to direct all flow from MH-B downstream to MH-11.  |
| Note 8.  | Install by-pass pumping from MH-C to MH-12. Ensure that the flow is directed downstream to MH-11. Plug 10-inch sanitary to the north at MH-C.   |
| Note 9.  | Notify the city of Wakefield DPW to remove the Sunday Lake Street Pumping Station from service. Wakefield DPW (906) 229-5131  |
| Note 10. | Remove the existing 8-inch sanitary and replace with the proposed 12-inch sanitary from MH-A to MH-12. Modify the invert/bench as necessary to create a smooth flow path. Remove the 3-inch HDPE force main within the limits of the trench and plug both ends.                           |
| Note 11. | At MH-A remove a 1-foot section of the 10-inch sanitary from MH-A to the pumping station wet well. Plug the pipe heading to the wet well. Remove the pipe to manhole connector and patch the hole and invert in MH-A using concrete. Also plug the 10-inch pipe from inside the wet well. |
| Note 12. | Remove the plug and by-pass pumping at MH-C.  |
| Note 13. | Install the 12-inch sanitary from MH-12 to DMH-D.   |
| Note 14. | Modify DMH-D as shown on the detail drawing. Plug the 3-inch HDPE force main at DMH-D.  |

ADD to Drawing 10 of 15: Add the following new note to the construction notes for STA 0+00 to 3+00, "Air testing will not be required from MH-1 to MH-E."

CHANGE to Drawing 13 of 15: Detail "BITUMINOUS OVER CONCRETE ROADWAY REPAIR", Delete "REQ'D 4" HMA. 1000 MIX", Add "REQ'D 4" HMA. 13A MIX".

Detail "BITUMINOUS ROADWAY/DRIVEWAY REPAIR", Delete "REQ'D 3" HMA. 100 MIX", Add "REQ'D 3" HMA. 13A MIX"

ADD to Drawing 13 of 15 Roadway Repair For Information Only, Legend

C. Bituminous over Concrete Roadway Repair from station 28+00.0 to 36+94.5. To be verified by contractor.

## END OF AMENDMENT

### AMENDMENT 0002

Solicitation Amendment No. 0002

For Solicitation No. W911XK-04-B-0005

FY04 Sanitary and Storm Sewer Project, City of Wakefield, Gogebic County, MI

### CHANGES TO SPECIFICATIONS

#### **CHANGES TO DIVISION 00010 – Solicitation Contract Form**

ADD; New Item 00010-Solicitation Contract Form, Page 7 of 34.

Item	Description	Estimated Quantity	Unit	Price	Unit Amount
<hr/>					
0012AD	Sidewalk Replacement	500	sq. ft.	\$_____	\$_____
Total Amount					\$_____

### **CHANGES TO SECTION 01270A-MEASUREMENT AND PAYMENT**

ADD to Paragraph 1.2.2. Unit Price Items, new sub-paragraph i.: Sidewalk Replacement (Item No. 0012AD)

“(1) Payment will be made for costs associated with sidewalk replacement. 02721a, SUBBASE COURSES, 02722a, AGGREGATE AND/OR GRADED-CRUSHED AGGREGATE BASE COURSE, 02770a, CONCRETE SIDEWALKS AND CURBS AND GUTTERS.”

“(2) Unit of measure: Square Feet

### **CHANGES TO SECTION 01999-LISTING OF ENCLOSED DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

CHANGE TO “STANDARD MDOT MANHOLE DETAILS” Deletion from UTILITY TRENCHES, R-83-B, Sheet 1 of 3.

In detail A. “SEWER NOT UNDER ROADBED”, DELETE “GRANULAR MATERIAL CLASS III” and ADD “GRANULAR MATERIAL CLASS III A”

In detail B. “SEWER UNDER ROADBED OR WITHIN INFLUENCE OF ROADBED”, DELETE “GRANULAR MATERIAL CLASS III” and ADD “GRANULAR MATERIAL CLASS III A”

### **CHANGES TO SECTION 02531-SANITARY SEWERS**

#### **ADD to Paragraph 3.2.2.2. Deflection Testing**

Add the following to the end of the first paragraph: “Deflection Testing is required within minimum of thirty (30) days after installation. Testing will be coordinated with Contracting Officer Representative, forty-eight (48) hours in advance of test being performed.”

### **CHANGES TO PLAN DRAWINGS**

CHANGE to Sheets 5 thru 11 of 15, NOTES

Delete “PAVEMENT REMOVAL TO BE FULL ROAD WIDTH.” Add “BITUMINOUS PAVEMENT REMOVAL AND REPLACEMENT TO BE FULL ROAD WIDTH.”

CHANGE to Sheet 13 of 15, TYPICAL DETAILS, LEGEND

ADD to the end of sentence, a. “WHERE SAWCUT FOR TRENCHING/PIPE INSTALLATION.”

DELETE, “B. REQ'D HOT MIX ASPHALT IS TO BE FINISHED FLUSH TO THE EXISTING BITUMINOUS MATERIAL AND IS TO BE COMPACTED AS REQ'D IN THE SPECIFICATIONS.”. ADD “B. REQ'D HOT MIX ASPHALT TO BE FULL ROADWAY WIDTH AT ALL LOCATIONS. REQ'D HOT MIX ASPHALT TO BE FINISHED FLUSH TO THE EXISTING BITUMINOUS MATERIAL AT ANY SAWCUTS. ALL REQ'D HOT MIX ASPHALT TO BE COMPACTED AS REQ'D IN THE SPECIFICATIONS.”.

ADD “D. REQ'D 8” AGGREGATE BASE COURSE MAY BE LEFT IN PLACE WHERE IT MEETS MDOT SPECIFICATIONS.”

CHANGE to Sheet 14 of 15, TYPICAL DETAILS

In detail LATERAL SERVICE CONNECTION, DELETE, 2" MDOT CLASS II BACKFILL and ADD 2" MDOT CLASS III A BACKFILL

In detail SANITARY SERVICE CONNECTION – VERTICAL RISER, DELETE, 2" MDOT CLASS II BACKFILL and ADD 2" MDOT CLASS III A BACKFILL.

END OF AMENDMENT

AMENDMENT 0003

**CHANGES TO SPECIFICATIONS**

**CHANGES TO SECTION 02531-SANITARY SEWERS**

DELETE to Paragraph 3.2.2.2. Deflection Testing

Delete the following at the end of the first paragraph: "Deflection Testing is required within minimum of thirty (30) days after installation. Testing will be coordinated with Contracting Officer Representative, forty-eight (48) hours in advance of test being performed."

ADD to Paragraph 3.2.2.2. Deflection Testing

Add the following to the end of the first paragraph: "Deflection Testing is required no sooner than thirty (30) days after installation, but not to exceed ninety (90) days after installation. Testing will be coordinated with Contracting Officer Representative, forty-eight (48) hours in advance of test being performed."

END OF AMENDMENT

## Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Site Preparation FFP Wakefield Sewer Seperation City of Wakefield, Michigan PURCHASE REQUEST NUMBER: W56MES-3218-2268	1	Lump Sum	\$136,750.00	\$136,750.00

---

NET AMT	\$136,750.00
---------	--------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	48 Inch Drainage Structure FFP	15	Each	\$3,155.00	\$47,325.00

---

NET AMT	\$47,325.00
---------	-------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Sewer, PVC SDR 26, 8 Inch FFP	290	Foot	\$22.50	\$6,525.00

---

NET AMT	\$6,525.00
---------	------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Sewer, PVC SDR 26, 12 Inch FFP	3,680	Foot	\$100.00	\$368,000.00

---

NET AMT	\$368,000.00
---------	--------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Sanitary Sewer Service FFP	802	Foot	\$19.75	\$15,839.50

---

NET AMT	\$15,839.50
---------	-------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Sewer, C1 III, 12 Inch FFP Tr Det B	195	Foot	\$26.50	\$5,167.50

---

NET AMT	\$5,167.50
---------	------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Sewer, C1 III, 24 Inch, FFP Tr Det B	227	Foot	\$42.80	\$9,715.60

---

NET AMT	\$9,715.60
---------	------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Sewer CI II, 30 Inch FFP TDet B	300	Foot	\$60.75	\$18,225.00

---

NET AMT	\$18,225.00
---------	-------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	24 Inch Drainage FFP Structure	6	Each	\$1,550.00	\$9,300.00

---

NET AMT	\$9,300.00
---------	------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Reconstruct 48-Inch FFP Cast-In-Place Manhole	1	Each	\$2,850.00	\$2,850.00

---

NET AMT	\$2,850.00
---------	------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Abandon Drainage FFP Structures	3	Each	\$1,000.00	\$3,000.00

---

NET AMT	\$3,000.00
---------	------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Site Restoration FFP				

---

NET AMT	\$0.00
---------	--------

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AA		8,939	Square Yard	\$13.80	\$123,358.20
	Bituminous Roadway Paving/Drivewayi FFP Repair				

---

NET AMT	\$123,358.20
---------	--------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AB		3,319	Square Yard	\$58.00	\$192,502.00
	Bituminous over Roadway FFP Concrete Repair				

---

NET AMT	\$192,502.00
---------	--------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AC		17	Linear Foot	\$28.00	\$476.00
	Curb and Gutters FFP				

---

NET AMT	\$476.00
---------	----------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AD		500	Square Foot	\$5.50	\$2,750.00

Sidewalk Repairs  
FFP

---

NET AMT	\$2,750.00
---------	------------

FOB: Destination

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0012AA	N/A	N/A	N/A	Government
0012AB	N/A	N/A	N/A	Government
0012AC	N/A	N/A	N/A	Government
0012AD	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-SEP-2004	1	N/A FOB: Destination	
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0012AA	N/A	N/A	N/A	N/A
0012AB	N/A	N/A	N/A	N/A
0012AC	N/A	N/A	N/A	N/A
0012AD	N/A	N/A	N/A	N/A

## Section 00100 - Bidding Schedule/Instructions to Bidders

## CLAUSES INCORPORATED BY FULL TEXT

## 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be twenty (20) percent of the bid price or \$3,000,000.00 whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

## 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

#### SAFETY MANUAL

#### U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-16 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Hawaiian Small Business Concerns	OCT 2003
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000

252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than one-hundred eighty ( 180) calendar days after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

##### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$673.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

##### 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.



(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material

regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

- (C) Quantity;
  - (D) Price;
  - (E) Time of delivery or availability;
  - (F) Location of the construction project;
  - (G) Name and address of the proposed supplier; and
  - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

#### 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by topographic surveys.
- (b) Weather conditions .The offeror shall investigate and satisfy itself as to all hazards likely to arise from weather conditions during performance of its work.
- (c) Transportation facilities The offeror is responsible to obtain information as to availability and use of access roads, highways and railroad facilities to the work site. The offeror shall obtain all necessary permits and licenses.
- (d) Use of Project Site. Project. Project area usage is at the Contractor's risk. The contractor shall be responsible for damages that may be suffered to its operations. See technical specifications and drawings for additional information on physical data.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far](http://www.arnet.gov/far)

(End of clause)

#### 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

## Section 00800 - Special Contract Requirements

## ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 3230262KHB075568 NA 96203  
AMOUNT: \$941,783.80

## CLAUSES INCORPORATED BY FULL TEXT

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE  
MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region IV. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the mis description of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
Drawing Index, Abbreviations, Legend, Vicinity Map, Location Map		1
General Notes, Utilities & Sheet Location Map		2
Horizontal Survey Control Sheet		3
Vertical Survey Control Sheet		4
Plan and Profile: Sunday Lake Street		5
Plan and Profile: Nunnemacher Street		6
Plan and Profile: Brotherton Street		7
Plan and Profile: Hancock Street		8
Plan and Profile: Smith Street		9
Plan and Profile: Harrison Street		10



Plan and Profile: South Street	11
Soil Erosion Control Details	12
Typical Details	13
Typical Details	14
Real Estate Drawing	15

(End of clause)

#### Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the USACE, Detroit District, Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the USACE Detroit District, Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the USACE, Detroit District, Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

WEATHER DAYS

52.236-420

## TIME EXTENSION FOR UNUSUALLY SEVERE WEATHER (31 OCT 89) (ER 415-1-15)

- a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:
  - (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
  - (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON 7 DAY WORK WEEK

Jan (31)	Feb (29)	Mar (31)	Apr (30)	May (7)	Jun (7)
Jul (6)	Aug (7)	Sep (7)	Oct (6)	Nov (13)	Dec (31)

- c. Upon acknowledgement of the Notice to Proceed (NTP) and continuation throughout the contract, the Contractor will record on the daily CQC Report, the occurrence of the adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent (50%) or more of the contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather days exceeds the number of days anticipated in subparagraph b above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)."